

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X  
NANCY RAUCH,

Plaintiff,

- against -

CMFG LIFE INSURANCE COMPANY,

Defendant.  
-----X

Index No.:

**SUMMONS**

Plaintiff designates  
Rockland County as  
the place of trial

The basis of the venue is  
Plaintiff's Residence:  
Plaintiff Resides at  
18 Gurnee Avenue  
Haverstraw, NY 10927

To the above named Defendant:

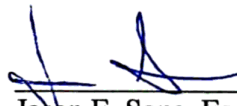
You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complain is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: September 12, 2023

**Defendant's Addresses:**

CMFG Life Insurance Company  
P.O. Box 61  
Waverly, IA 50677-0061

Faegre Drinker Biddle & Reath LLP  
Attn: John M. Moore, Esq.  
Attorneys for Defendant  
One Logan Square, Suite 2000  
Philadelphia, Pennsylvania 19103

  
\_\_\_\_\_  
Jason E. Sona, Esq.  
Attorney for Plaintiff Nancy Rauch  
978 Route 45, Suite 200  
Pomona, NY, 10970  
(347) 454-1450

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

\_\_\_\_\_X

NANCY RAUCH,

Plaintiff,

- against -

VERIFIED COMPLAINT

INDEX NO.:

CMFG LIFE INSURANCE COMPANY,

Defendant.

\_\_\_\_\_X

PLAINTIFF, NANCY RAUCH, by and through her attorney, JASON E. SONA, ESQ.,  
complaining of the defendant, CMFG LIFE INSURANCE COMPANY, respectfully alleges:

**AS AND FOR A FIRST CAUSE OF ACTION**  
**ON BEHALF OF THE PLAINTIFF NANCY RAUCH**

1. At all time hereinafter mentioned, the Plaintiff, NANCY RAUCH, was and still is a resident of the County of Rockland, State of New York.
2. Upon information and belief, the Defendant, CMFG LIFE INSURANCE COMPANY, is a foreign corporation doing business in the State of New York.
3. At all time hereinafter mentioned, CHRISTIAN R. RAUCH, deceased spouse of Plaintiff, held an accidental death insurance policy issued by the Defendant (Policy No.: 031-1404-5 G6889753). The deceased policy holder's surviving spouse, Plaintiff, NANCY RAUCH, was a named beneficiary of the policy. The policy included an inflation protection clause, with an initial inflation protection start date of May 1, 2013.
4. On September 24, 2019, CHRISTIAN R. RAUCH was involved in a motorcycle accident involving a deer on his way to work. The accidental death policy he held with defendant was in effect at the time of the accident.
5. On May 1, 2022, CHRISTIAN R. RAUCH died as a result of injuries sustained from said accident. Subsequent to the accident, Mr. Rauch remained institutionalized from his injuries, ultimately succumbing to them on May 01, 2022. The accident that occurred on September 14, 2019 was the sole and proximate cause of his death, which is indicated in the attending medical examiner's notes included in Mr. Rauch's death certificate. Defendant does not dispute that the accident was the sole cause of Mr.

Rauch's death.

6. Shortly after Mr. Rauch's death on May 1, 2022, Plaintiff contacted Defendant and initiated a claim pursuant to the accidental death policy held by her late husband and issued by Defendant. In a letter dated May 12, 2022, Defendant formally acknowledged Plaintiff's claim. This acknowledgment letter included a request for several types of documentation (including the death certificate), which plaintiff promptly provided.

7. In light of Defendant's ultimate rationale for denying said claim (death occurred over one year after the date of the accident that caused insured's fatal injuries), defendant had all the information necessary to complete its review and issue a denial once the plaintiff faxed a copy of her husband's death certificate to Defendant on May 20, 2022 (which her fax records, included hereto as Exhibit B, confirm). Instead, it took Defendant over seven (7) months (222 days) to issue a disclaimer notice, which occurred on December 27, 2022.

8. As a result of the unreasonable delay, Plaintiff suffered economic losses, including the remaining equity in her home, which she could have saved had she received the denial of claim notice in a reasonable of period of time. Said policy (Policy No.: 031-1404-5 G6889753) provided for One-Thousand Dollars (\$1,000.00) in basis coverage, plus additional coverage in the amount of Three-Hundred Thousand Dollars (\$300,000.00). Said the policy should be worth significantly more than \$301,000.00, having accrued interest since May 1, 2013. Defendant's failure to disburse the benefits due to Plaintiff has caused undue hardship including the potential loss of the Plaintiff's family home.

9. It is the Plaintiff's contention that Defendant has violated New York State Insurance Law §3420(d)(2), which codified the (already implied common law) duty for insurers to deny coverage in a timely manner. NYS Ins. Law §3420(d)(2) provides as follows: "If under a liability policy issued or delivered in this state, an insurer shall disclaim liability or deny coverage for death or bodily injury arising out of a motor vehicle accident or any other type of accident occurring within this state, it shall give written notice as soon as is reasonably possible of such disclaimer of liability or denial of coverage to the insured and the injured person or any other claimant."

10. The Courts of this State have subsequently found that insurers who fail to render a timely decision (without justification for said delay) on a claim loses the right to deny said claim. Here, the Defendant's unreasonable and unjustifiable delay should result in the invalidation of its disclaimer of coverage.

**AS AND FOR A SECOND CAUSE OF ACTION  
ON BEHALF OF THE PLAINTIFF NANCY RAUCH**

11. It is the Plaintiff's contention that Defendant's conduct and failure to provide timely notification amounts to bad faith. Defendant's own admission, contained in a letter

dated April 10 2023, from its attorney John M. Moore, contains prima facie evidence of Defendant's bad faith. In said letter, Defendant, through its counsel, tried to justify many months of delay by claiming that is was "....even seeking additional information to try to determine whether Mrs. Rauch may be entitled to benefits other than the ones she specifically sought." Such an assertion, that months of work were put into searching for alternate benefits, is both disingenuous and easily disprovable.


12. By failing to act in good faith and failing to provide reasonable notice, Defendant has breached the Contract it entered into with CHRISTIAN R. RAUCH, for the benefit of his spouse/beneficiary, NANCY RAUCH.

**WHEREFORE**, Plaintiff demands judgment against Defendant on the two causes of action as follows:

On the first cause of action, Plaintiff demands judgment against defendant in the amount of Six-Hundred & Seventy-Five Thousand Dollars (\$675,000.00), which said amount exceeds the jurisdictional limits of all lower courts which might have jurisdiction, together with the costs and disbursements of this action and for such further and other relief as to the Court may seem just and proper;

On the second cause of action, Plaintiff demands judgment against defendant in the amount of Six-Hundred & Seventy-Five Thousand Dollars (\$675,000.00), which said amount exceeds the jurisdictional limits of all lower courts which might have jurisdiction, together with the costs and disbursements of this action and for such further and other relief as to the Court may seem just and proper;

Dated: Pomona, New York  
July 24, 2023

  
\_\_\_\_\_  
JASON E. SONA  
Attorney for Plaintiff  
978 Route 45, Suite 200  
Pomona, NY 10970  
(347) 454-1450

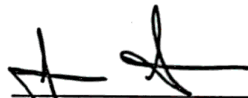


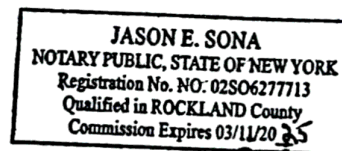
VERIFICATION

NANCY RAUCH, Being duly sworn, deposes and says that she has read the annexed Verified Complaint, knows the contents thereof and the same is true to her knowledge, except those matters therein which are stated to be alleged upon information and belief, and as so those matters she believes them to be true. Her belief, as to those matters therein not stated upon knowledge, is based upon the files maintained by Jason E. Sona, Esq.

  
\_\_\_\_\_  
NANCY RAUCH, Plaintiff

Sworn to before me this  
24<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Notary Public



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X  
NANCY RAUCH,

Plaintiff,

AFFIDAVIT OF SERVICE

- against -

Index No.: 34418/2023

CMFG LIFE INSURANCE COMPANY,

Defendant.  
-----X

JASON E. SONA, being duly sworn, deposes and says:

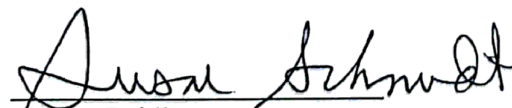
I am not a party to this action, am over the age of 18 years and reside in Nyack, New York. On September 12, 2023, I served true copies of the Summons and Verified Complaint in the following manner: Via Priority Mail, with postage prepaid thereon, in a post-office of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressees listed below:

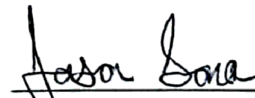
CMFG LIFE INSURANCE COMPANY  
P.O. Box 61  
Waverly, IA 50677-0061

Faergre Drinker Biddle & Reath LLP  
Attn: John M. Moore, Esq.  
One Logan Square, Suite 2000  
Philadelphia, Pennsylvania 19103 USA

STATE OF NY  
County of Rockland

Sworn to before me this  
2ND day of October, 2023.

  
Notary Public

  
Jason E. Sona

SUSAN SCHMIDT  
Notary Public, State of New York  
No. 04SC5028322  
Qualified in Rockland County  
Commission Expires May 31, 2026

065 10/17/2023 13:44:01

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

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NANCY RAUCH,

INDEX NO.: 34418/2023

Plaintiff,

- against -

CMFG LIFE INSURANCE COMPANY,

Defendant.

-----X

ACKNOWLEDGEMENT OF RECEIPT OF SUMMONS AND COMPLAINT

I received a summons and complaint in the above-captioned matter  
at 5910 Mineral Point Road, Madison, WI 53705.

Please Check One of The Following; If 2 Is Checked, Complete As Indicated:

1. X I am not in military service.
2.        I am in military service, and my rank and branch of  
service are as follows:

Rank: \_\_\_\_\_

Branch of Service: \_\_\_\_\_

TO BE COMPLETED REGARDLESS OF MILITARY STATUS:

Date: 10/18/2023  
(Date this Acknowledgement is executed)

I affirm the above as true under penalty of perjury.

Thomas W. Griesheimer  
Signature

Thomas W. Griesheimer  
Print name

CMFG Life Insurance Company  
Name of Defendant for which acting

Attorney  
Position with Defendant for which acting (i.e., officer,  
attorney, etc.)



PLEASE COMPLETE ALL BLANKS INCLUDING DATES

(e) Subsequent service. Where a duly executed acknowledgement is not returned, upon the subsequent service of process in another manner permitted by law, the summons or notice of petition or paper served with the summons or notice of petition shall indicate that an attempt previously was made to effect service pursuant to this section.

(f) Disbursements. Where the signed acknowledgement of receipt is not returned within thirty (30) days after receipt of the documents mailed pursuant to subdivision (a) of this section, the reasonable expense of serving process by an alternative method shall be taxed by the court on notice pursuant to section 8402 of this chapter as a disbursement to the party serving process, and the court shall direct immediate judgment in that amount.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

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NANCY RAUCH,

INDEX NO.: 34418/2023

Plaintiff,

- against -

CMFG LIFE INSURANCE COMPANY,

Defendant.

-----X

Statement of Service by Mail

To: CMFG Life Insurance Company  
c/o Thomas Griesheimer  
Counsel, Legal, Risk and Compliance  
5910 Mineral Point Road  
Madison, WI 53705

The enclosed summons and complaint are served pursuant to section 312-a of the Civil Practice Law and Rules. To avoid being charged with the expense of service upon you, you must Sign, date and complete the acknowledgement part of this form and mail or deliver one copy of the completed form to the sender within thirty (30) days from the date you receive it.

You should keep a copy for your records or your attorney. If you wish to consult an attorney, you should do so as soon as possible before the thirty (30) days expire. If you do not complete and return the form to the sender within thirty (30) days, you (or the party on whose behalf you are being served) will be required to pay expenses incurred in serving the summons and complaint, or summons and notice, or notice of petition and petition in any other manner permitted by law, and the cost of such service as permitted by law will be entered as a judgment against you. If you have received a complaint or petition with this statement, the return of this statement and acknowledgement does not relieve you of the necessity to answer the complaint. The time to answer expires twenty (20) days after the day you mail or deliver this form to the sender. If you wish to consult with an attorney, you should do so as soon as possible before the twenty (20) days expire.

If you are served on behalf of a corporation, unincorporated association, partnership or other entity, you must indicate under your signature your relationship to the entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority. It is a crime to forge a signature or to make a false entry on this statement or on the acknowledgement.

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COUNTY OF ROCKLAND

NANCY RAUCH,

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- against -

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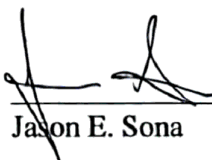
CMFG LIFE INSURANCE COMPANY,

Defendant.

JASON E. SONA, being duly sworn, deposes and says:

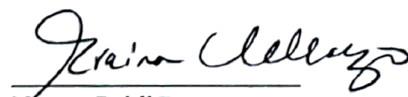
I am not a party to this action, am over the age of 18 years and reside in Nyack, New York. On October 13, 2023, I served true copies of the Summons and Verified Complaint in the following manner: Via Priority Mail, with postage prepaid thereon, in a post-office of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressees listed below:

CMFG Life Insurance Company  
c/o Thomas Griesheimer  
Counsel, Legal, Risk and Compliance  
5910 Mineral Point Road  
Madison, WI 53705

  
Jason E. Sona

State of New York       )  
County of Rockland    ) ss.:

Sworn to before me this  
25<sup>th</sup> day of October, 2023.

  
Notary Public

ERAINA COLLAZO  
Notary Public, State of New York  
No. 01CO6119238  
Qualified in Rockland County  
Commission Expires Nov. 29, 20 24

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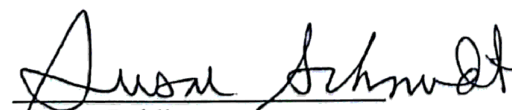
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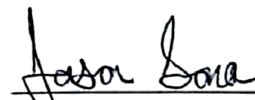
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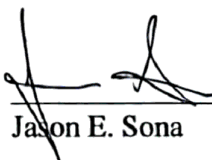
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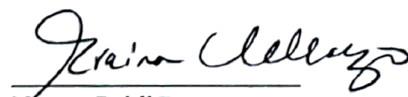
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